

JUL. 9. 2007 1:46PM HAROLD SOLOMON

NO. 070 P. 3

STIP-15

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DATE 7/11/07

FIERMAN PRODUCE EXCHANGE, INC.,

Plaintiff,

Case No.: 07 CV 4589 (SHS)

-against-

STIPULATION AND CONSENT  
JUDGMENT

JEN JEN CORPORATION and SAMMY MOON,

Defendants.

This Stipulation is by and among plaintiff FIERMAN PRODUCE EXCHANGE., by and through its attorneys KREINCES & ROSENBERG, P.C., (referred to as "Plaintiff") and defendants JEN JEN CORPORATION and SAMMY MOON, (collectively referred to as "Defendants"), by and through their attorney, Gerard DeCapua, Esq.

1. The defendant, JEN JEN CORPORATION ("JEN JEN"), acknowledges due and proper service of the Summons and Verified Complaint in this action, that there is no defense thereto and that this Court has subject matter and in personam jurisdiction over this defendant.

2. The defendant, SAMMY MOON ("MOON"), acknowledges due and proper service of the Summons and Verified Complaint in this action, that there is no defense thereto and that this Court has subject matter and in personam jurisdiction over this defendant.

3. Judgment is entered in favor of the Plaintiff and against defendants JEN JEN and MOON in the sum of ONE HUNDRED THIRTY-FOUR THOUSAND SIXTY-FOUR and 50/100 (\$134,064.50) DOLLARS (the "Judgment").

4. The entire amount of the Judgment ("Judgment amount") referenced in paragraph 3,

above is declared to represent damages including counsel fees for breach of defendants JEN JEN's and MOON's duty to preserve the federal statutory trust under The Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c), in favor of Plaintiff, arising from the defendants' control of the business operating of JEN JEN and MOON and the defendants' obligations to Plaintiff having arisen in the course of JEN JEN's operations.

5. Plaintiff will forbear from enforcing the Judgment provided the defendants JEN JEN and MOON pay the Judgment amount according to the following schedule:

a.) Commencing July 20, 2007, the defendants shall pay the sum of FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX and 02/100 (\$5,586.02) DOLLARS monthly for twenty-four (24) successive and consecutive months ("term").

b.) Each of the aforesaid payments shall be made directly to the attorney for plaintiff Kreinices & Rosenberg, P.C. at 900 Merchants Concourse, Suite 305 Westbury, New York 11590, by certified or bank check payable to the order of Kreinices & Rosenberg, as attorney. In the event that any of the aforesaid payments set forth are not so received by the attorneys for the Plaintiff, then upon giving ten (10) days written notice to cure to the Defendants the Plaintiff shall proceed to execute upon the judgment without further notice.

6. Plaintiff's and defendants' agreement to the payments set forth in paragraph 5, above, pursuant to the Judgment entered in paragraph 4, above, is without prejudice to Plaintiff's standing as PACA trust Creditor as set forth in paragraph 5 above. It is not intended that the original credit terms between defendants JEN JEN and MOON, on the one hand, and Plaintiff, on the other, as to the claims represented by the Judgment, be modified by this Stipulation since the stipulating parties have confirmed and Plaintiff has enforced defendants' PACA trust obligations by this action

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With a copy to:  
Gerard DeCapua, Esq.  
430 Sunrise Highway  
Rockville Centre, New York 11570

Notice to a party at its last known address will be effective if the notified party fails to inform the notifying party of an address change as required in this paragraph.

10. This Stipulation may be executed in counterparts. One original text of which, together with executed signature pages will constitute one fully executed document.

11. Plaintiff's Motion for preliminary injunction is withdrawn.

**IT IS SO STIPULATED AND AGREED AND APPROVED AS TO FORM AND CONTENT.**

Dated: July 9, 2007

KREINCES & ROSENBERG, P.C.

By: 

Leonard Kreinces, Esq. (LK-6524)  
Attorneys for Fierman Produce Exchange, Inc.  
900 Merchants Concourse, Suite 305  
Westbury, New York 11590  
Tel.: 516-227-6500

JEN JEN CORPORATION

By: 

Sammy Moon, President

  
Sammy Moon

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**U.S.D.J.**